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AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Robert C. Loudermilk, Jr., a married man dealing in his sole and separate property, whose address is 1100 Aaron Rents Building 309 East Paces Ferry Road Atlanta, Georgia 30305 ("Lessor") executed that certain Oil and Gas Lease dated April 26, 2007, unto Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration LLC, an Oklahoma limited liability company and whose address is P.O. Box 18496, Oklahoma City, Oklahoma, 73118. (Lessee), which is recorded as Document # D207291956 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease").

WHEREAS, Lessor and Assignee now desire to amend the Lease and extend the primary term of the Lease by an additional twelve (12) months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

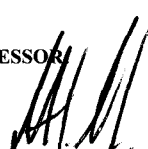
"The primary term shall extend to April 26, 2011, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does not hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 26th day of April, 2010, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR


Robert C. Loudermilk, Jr.

ACKNOWLEDGEMENT

THE STATE OF Georgia §
COUNTY OF Fulton §

This instrument was hereby acknowledged before me on this the 16th day of April, 2010, by Robert C. Loudermilk, Jr., a married man dealing in his sole and separate property.

RECEIVED

APR 20 2010


Brenda K Jones
Notary Public, State of Georgia

MY COMMISSION EXPIRES

JUNE 10, 2011

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TURNER OIL & GAS PROPERTIES
1314 LAKE ST, STE 202
FT WORTH, TX 76102

Submitter: TURNER OIL & GAS PROP, INC.

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 4/29/2010 2:58 PM

Instrument #: D210100469

LSE

2

PGS

\$16.00

By: _____

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210100469

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES